

APPENDIX E15

Fugitive Dust MOA between WSDOT
and PSCAA (December 1999)

**I-405, SR520 to SR522 Stage 1
(Kirkland Stage 1)**

Final Package Review – 15%
January 25, 2005



Project Team

Congestion Relief & Bus Rapid Transit Projects

Memorandum of Agreement – Fugitive Dust

This Memorandum of Agreement (MOA) is entered into by and between the Puget Sound Clean Air Agency (The "Clean Air Agency") and the Washington State Department of Transportation (WSDOT). The Clean Air Agency and WSDOT recognize that fugitive dust from construction projects can become an air pollution problem. Both organizations share a common goal of controlling fugitive dust. Therefore, this MOA establishes a cooperative process to minimize fugitive dust emissions from WSDOT project sites.

1. ROLES AND RESPONSIBILITIES

The Clean Air Agency will:

- 1.1 Designate the "Clean Air Agency" primary and secondary staff persons to act as a liaison to WSDOT.
- 1.2 Upon request by WSDOT, participate in pre-construction meetings between WSDOT and the project contractors.
- 1.3 Coordinate and provide training, including the training materials, for WSDOT employees and WSDOT contractors on fugitive dust prevention.
- 1.4 Refer complaints and inspectors' site observations about a project to the WSDOT project engineer or other person in charge of the project site. WSDOT will respond in writing to the Clean Air Agency with the disposition of any complaint or inspector observation, including a description of any corrective action taken.

WSDOT will:

- 1.5 Designate WSDOT primary and secondary staff person to act as a liaison to The Clean Air Agency.
- 1.6 Include a description of Best Management Practices (BMP) for fugitive dust control in WSDOT's environmental procedures manual and require the appropriate use of BMP on all WSDOT projects. The BMP to be included are found in the Associated General Contractors of Washington (AGC) publication, Guide to Handling Fugitive Dust From Construction Projects.
- 1.7 Evaluate the construction plans and specifications for each WSDOT project to identify possible fugitive dust producing activities.
- 1.8 Ensure that the duties of WSDOT project engineers or other persons in charge of project sites include observing and reporting potential fugitive dust problems during the course of their work. They shall also insure implementation of BMPs in accordance with the contract.

2. DEADLINES FOR DELIVERABLES

- 2.1 Training provided by The Clean Air Agency regarding BMP for fugitive dust control will begin August 10, 1999, and will continue as needed.
- 2.2 On or before December 30, 1999, WSDOT will provide to The Clean Air Agency a copy of the environmental procedures manual containing the AGC BMP implementation description.

3. COMMITMENT OF RESOURCES

- 3.1 The Clean Air Agency staff person assigned as a liaison to WSDOT shall remain a Clean Air Agency employee at all times.
- 3.2 The WSDOT project engineers and staff person assigned as a liaison to The Clean Air Agency shall remain WSDOT employees at all times.
- 3.3 The Clean Air Agency will provide funding for the training courses and materials.
- 3.4 WSDOT is responsible for preparing, printing and distributing the WSDOT environmental procedures manual containing the BMP for fugitive dust control language.

4. TERMINATION OF MOA

Either party may terminate this MOA at any time with or without cause by giving thirty (30) days' written notice to the other party of the intent to terminate.

5. AMENDMENTS TO MOA

This MOA may be modified by mutual agreement of the parties. All modifications shall be in writing.

6. GOVERNING LAW

This MOA shall be governed by the laws of the State of Washington. The parties acknowledge the jurisdiction of the courts of the State of Washington in this matter.

7. SEVERABILITY

If any provision of this MOA or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provision of this MOA which can be given effect without the invalid provision, and to this end the provisions of this MOA are declared to be severable.

8. CONTENT AND UNDERSTANDING

This MOA is a complete and integrated agreement of the parties.

9. RESERVATION OF AUTHORITY

Nothing in this MOA affects or alters the legal authority of either party.

10. PREVIOUS AGREEMENTS SUPERCEDED

This MOA supercedes any and all previous agreements between the parties on this issue, including but not limited to the Agreed Stipulation RE: Order of Dismissal, dated January 24, 1991.

DATED this 14th day of October, 1999.

PUGET SOUND
CLEAN AIR AGENCY

By: _____ (signed original on file)
Margaret Pageler, Chair
Board of Directors
Date: _____ 10/14/99

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: _____ (signed original on file)
Sid Morrison
Date: _____ 12/27/99

Attest:

By: _____ (signed original on file)
Dennis J. McLerran
Executive Director
Date: _____ 10/14/99

Approved as to form:

By: _____ (signed original on file)
Laurie S. Halvorson
General Counsel
Date: _____

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